

**DELPHI**

Pg 1 of 18

Energy &amp; Chassis Systems

Page 1 of 11

**Buyer:**

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48098  
UNITED STATES

**RECEIVED**  
OCT - 6 2005  
TRAXLE MFG. LTD.

TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number 550001233 Date Issued 02-Jun-1999  
Version 07-Sep-2005 13:17:53

Vendor No: 1000123  
DUNS No: 249267170

Payment Terms: ZMN2 Currency: CAD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No. Description	Plant
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00010 18025853 HA02 DELPHI E & C NEEDMORE

BRK DISC BRK OBS R7775A 1204 RB 18046070

BRACKET  
\*\*\*ITEM DELETED\*\*\*

Replaced by 18046070 (Item 40)

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Nov-1998	30-Jun-1999	CAD	14,826.00	1,000	PC
01-Jul-1999	27-Feb-2000	CAD	13,934.00	1,000	PC
28-Feb-2000	29-Feb-2000	CAD	13,977.00	1,000	PC
01-Mar-2000	30-Apr-2000	CAD	13,948.00	1,000	PC
01-May-2000	30-Jun-2000	CAD	13,908.00	1,000	PC
01-Jul-2000	31-Aug-2000	CAD	13,829.00	1,000	PC
01-Sep-2000	31-Oct-2000	CAD	13,820.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,766.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,662.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,694.00	1,000	PC
01-May-2001	30-Jun-2001	CAD	13,704.00	1,000	PC
01-Jul-2001	31-Aug-2001	CAD	13,672.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 18027843 HA02 DELPHI E & C NEEDMORE  
BRKT,FRT OBS R7899A 12/00 R/B 18046067

Purchasing Contact: Reuter, Laura  
Phone: 937-455-7854  
Fax: 937-455-9133

**Contact Address:**

DELPHI ENERGY & CHASSIS SYSTEMS  
2000 FORRER BLVD,  
KETTERING OH 45420

**DELPHI**

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Energy &amp; Chassis System

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number 550001233 Date Issued 02-Jun-1999  
Version 07-Sep-2005 13:17:53

Item No.	Material No.	Description	Plant
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BRACKET

\*\*\*ITEM DELETED\*\*\*

Replaced by 18046067 (Item 50)

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Nov-1998	30-Jun-1999	CAD	14,919.00	1,000	PC
01-Jul-1999	27-Feb-2000	CAD	14,113.00	1,000	PC
28-Feb-2000	29-Feb-2000	CAD	14,156.00	1,000	PC
01-Mar-2000	30-Apr-2000	CAD	14,127.00	1,000	PC
01-May-2000	30-Jun-2000	CAD	14,098.00	1,000	PC
01-Jul-2000	31-Aug-2000	CAD	14,018.00	1,000	PC
01-Sep-2000	31-Oct-2000	CAD	14,008.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,953.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,846.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,879.00	1,000	PC
01-May-2001	30-Jun-2001	CAD	13,890.00	1,000	PC
01-Jul-2001	31-Aug-2001	CAD	13,858.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00030

18027844

HA02 DELPHI E &amp; C NEEDMORE

BRKT,FRT OBS R7899A 12/00 R/B 18046068

BRACKET

\*\*\*ITEM DELETED\*\*\*

Replaced by 18046068 (Item 60)

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Nov-1998	30-Jun-1999	CAD	14,919.00	1,000	PC
01-Jul-1999	27-Feb-2000	CAD	14,113.00	1,000	PC
28-Feb-2000	29-Feb-2000	CAD	14,156.00	1,000	PC
01-Mar-2000	30-Apr-2000	CAD	14,127.00	1,000	PC
01-May-2000	30-Jun-2000	CAD	14,098.00	1,000	PC
01-Jul-2000	31-Aug-2000	CAD	14,018.00	1,000	PC
01-Sep-2000	31-Oct-2000	CAD	14,008.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,953.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,846.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,879.00	1,000	PC
01-May-2001	30-Jun-2001	CAD	13,890.00	1,000	PC
01-Jul-2001	31-Aug-2001	CAD	13,858.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050

18046067

HA02 DELPHI E &amp; C NEEDMORE

BRACKET-FRT DISC BRAKE (CTD

BRACKET

1% Red Eff. 08/01/03 &amp; 08/01/04

\*\*\*THIS AMENDMENT CHANGES PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
02-Jun-1999	31-Oct-2000	CAD	14,008.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,953.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,846.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,879.00	1,000	PC

# DELPHI

Energy & Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

## Requirements Contract

PO Number

550001233

Date Issued

02-Jun-1999

Version

07-Sep-2005 13:17:53

Item No.	Material No. Description	Plant				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-May-2001	30-Jun-2001	CAD	13,890.00	1,000	PC
	01-Jul-2001	31-Aug-2001	CAD	13,805.00	1,000	PC
	01-Sep-2001	31-Dec-2001	CAD	13,799.00	1,000	PC
	01-Jan-2002	28-Feb-2002	CAD	13,619.60	1,000	PC
	01-Mar-2002	30-Apr-2002	CAD	13,668.00	1,000	PC
	01-May-2002	30-Jun-2002	CAD	13,724.00	1,000	PC
	01-Jul-2002	31-Jul-2002	CAD	13,731.00	1,000	PC
	01-Aug-2002	31-Aug-2002	CAD	13,455.02	1,000	PC
	01-Sep-2002	31-Oct-2002	CAD	13,450.62	1,000	PC
	01-Nov-2002	31-Dec-2002	CAD	13,441.92	1,000	PC
	01-Jan-2003	28-Feb-2003	CAD	13,410.32	1,000	PC
	01-Mar-2003	30-Apr-2003	CAD	13,488.00	1,000	PC
	01-May-2003	30-Jun-2003	CAD	13,556.00	1,000	PC
	01-Jul-2003	31-Aug-2003	CAD	13,353.45	1,000	PC
	01-Sep-2003	31-Oct-2003	CAD	13,440.30	1,000	PC
	01-Nov-2003	31-Dec-2003	CAD	13,469.91	1,000	PC
	01-Jan-2004	29-Feb-2004	CAD	13,634.00	1,000	PC
	01-Mar-2004	30-Apr-2004	CAD	13,930.10	1,000	PC
	01-May-2004	30-Jun-2004	CAD	13,882.50	1,000	PC
	01-Jul-2004	31-Jul-2004	CAD	13,693.20	1,000	PC
	01-Aug-2004	31-Aug-2004	CAD	13,559.70	1,000	PC
	01-Sep-2004	30-Oct-2004	CAD	13,874.40	1,000	PC
	01-Nov-2004	31-Dec-2004	CAD	13,835.60	1,000	PC
	01-Jan-2005	31-Jan-2005	CAD	17,357.00	1,000	PC
	01-Feb-2005	28-Feb-2005	CAD	17,223.50	1,000	PC
	01-Mar-2005	31-Mar-2005	CAD	17,041.40	1,000	PC
	01-Apr-2005	30-Apr-2005	CAD	16,920.00	1,000	PC
	01-May-2005	31-May-2005	CAD	16,920.00	1,000	PC
	01-Jun-2005	30-Jun-2005	CAD	16,725.80	1,000	PC
	01-Jul-2005	31-Dec-2005	CAD	16,232.80	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060

18046068

HA02 DELPHI E & C NEEDMORE

BRACKET-FRT DISC BRAKE (CTD)

BRACKET

1% Red Eff. 08/01/03 & 08/01/04

\*\*\*THIS AMENDMENT CHANGES PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
02-Jun-1999	31-Oct-2000	CAD	14,008.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,953.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,846.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,879.00	1,000	PC
01-May-2001	30-Jun-2001	CAD	13,890.00	1,000	PC
01-Jul-2001	31-Aug-2001	CAD	13,805.00	1,000	PC
01-Sep-2001	31-Dec-2001	CAD	13,799.00	1,000	PC
01-Jan-2002	28-Feb-2002	CAD	13,619.60	1,000	PC

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Energy &amp; Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number 550001233 Date Issued 02-Jun-1999  
Version 07-Sep-2005 13:17:53

Item No.	Material No.	Description	Plant		
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2002	30-Apr-2002	CAD	13,668.00	1,000	PC
01-May-2002	30-Jun-2002	CAD	13,724.00	1,000	PC
01-Jul-2002	31-Jul-2002	CAD	13,731.00	1,000	PC
01-Aug-2002	31-Aug-2002	CAD	13,455.02	1,000	PC
01-Sep-2002	31-Oct-2002	CAD	13,450.62	1,000	PC
01-Nov-2002	31-Dec-2002	CAD	13,441.92	1,000	PC
01-Jan-2003	28-Feb-2003	CAD	13,410.32	1,000	PC
01-Mar-2003	30-Apr-2003	CAD	13,488.00	1,000	PC
01-May-2003	30-Jun-2003	CAD	13,556.00	1,000	PC
01-Jul-2003	31-Aug-2003	CAD	13,353.45	1,000	PC
01-Sep-2003	31-Oct-2003	CAD	13,440.30	1,000	PC
01-Nov-2003	31-Dec-2003	CAD	13,469.91	1,000	PC
01-Jan-2004	29-Feb-2004	CAD	13,634.00	1,000	PC
01-Mar-2004	30-Apr-2004	CAD	13,930.10	1,000	PC
01-May-2004	30-Jun-2004	CAD	13,882.50	1,000	PC
01-Jul-2004	31-Jul-2004	CAD	13,693.20	1,000	PC
01-Aug-2004	31-Aug-2004	CAD	13,559.70	1,000	PC
01-Sep-2004	30-Oct-2004	CAD	13,874.40	1,000	PC
01-Nov-2004	31-Dec-2004	CAD	13,835.60	1,000	PC
01-Jan-2005	31-Jan-2005	CAD	17,357.00	1,000	PC
01-Feb-2005	28-Feb-2005	CAD	17,223.50	1,000	PC
01-Mar-2005	31-Mar-2005	CAD	17,041.40	1,000	PC
01-Apr-2005	30-Apr-2005	CAD	16,920.00	1,000	PC
01-May-2005	31-May-2005	CAD	16,920.00	1,000	PC
01-Jun-2005	30-Jun-2005	CAD	16,725.80	1,000	PC
01-Jul-2005	31-Dec-2005	CAD	16,232.80	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 18046070

HA02 DELPHI E &amp; C NEEDMORE

BRACKET-RR DISC BRAKE (CTD)

RR - BRACKET

1% Red Eff. 08/01/03 &amp; 08/01/04

\*\*\*THIS AMENDMENT CHANGES PRICE\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
02-Jun-1999	31-Oct-2000	CAD	13,820.00	1,000	PC
01-Nov-2000	31-Dec-2000	CAD	13,766.00	1,000	PC
01-Jan-2001	28-Feb-2001	CAD	13,662.00	1,000	PC
01-Mar-2001	30-Apr-2001	CAD	13,694.00	1,000	PC
01-May-2001	30-Jun-2001	CAD	13,704.00	1,000	PC
01-Jul-2001	31-Aug-2001	CAD	13,617.00	1,000	PC
01-Sep-2001	31-Dec-2001	CAD	13,611.00	1,000	PC
01-Jan-2002	28-Feb-2002	CAD	13,438.00	1,000	PC
01-Mar-2002	30-Apr-2002	CAD	13,485.00	1,000	PC
01-May-2002	30-Jun-2002	CAD	13,540.00	1,000	PC
01-Jul-2002	31-Jul-2002	CAD	13,545.00	1,000	PC
01-Aug-2002	31-Aug-2002	CAD	13,272.80	1,000	PC

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Energy & Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

## Requirements Contract

PO Number	Date Issued
550001233	02-Jun-1999
Version	
07-Sep-2005 13:17:53	

Item No.	Material No. Description	Plant				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Sep-2002	31-Oct-2002	CAD	13,268.50	1,000	PC
	01-Nov-2002	31-Dec-2002	CAD	13,259.90	1,000	PC
	01-Jan-2003	28-Feb-2003	CAD	13,228.80	1,000	PC
	01-Mar-2003	30-Apr-2003	CAD	13,305.40	1,000	PC
	01-May-2003	30-Jun-2003	CAD	13,372.50	1,000	PC
	01-Jul-2003	31-Aug-2003	CAD	13,172.67	1,000	PC
	01-Sep-2003	31-Oct-2003	CAD	13,258.40	1,000	PC
	01-Nov-2003	31-Dec-2003	CAD	13,287.62	1,000	PC
	01-Jan-2004	29-Feb-2004	CAD	13,449.51	1,000	PC
	01-Mar-2004	30-Apr-2004	CAD	13,741.70	1,000	PC
	01-May-2004	30-Jun-2004	CAD	13,694.80	1,000	PC
	01-Jul-2004	31-Jul-2004	CAD	13,508.00	1,000	PC
	01-Aug-2004	31-Aug-2004	CAD	13,376.30	1,000	PC
	01-Sep-2004	30-Oct-2004	CAD	13,686.80	1,000	PC
	01-Nov-2004	31-Dec-2004	CAD	13,648.50	1,000	PC
	01-Jan-2005	31-Jan-2005	CAD	17,776.00	1,000	PC
	01-Feb-2005	28-Feb-2005	CAD	17,664.30	1,000	PC
	01-Mar-2005	31-Mar-2005	CAD	17,464.70	1,000	PC
	01-Apr-2005	30-Apr-2005	CAD	17,344.90	1,000	PC
	01-May-2005	31-May-2005	CAD	17,344.90	1,000	PC
	01-Jun-2005	30-Jun-2005	CAD	17,153.30	1,000	PC
	01-Jul-2005	31-Dec-2005	CAD	16,666.80	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

### Notes:

This Contract replaces previous contract # 1611127.

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As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

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\*\*\*\*\*

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

**DELPHI**

Energy &amp; Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number

550001233

Version

07-Sep-2005 13:17:53

Date Issued

02-Jun-1999

Item No.	Material No. Description	Plant
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**Notes Continued:**

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

**"Right to Purchase from Others**

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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\*\*\*\*\*

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

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Energy & Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number	Date Issued
550001233	02-Jun-1999
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Item No.	Material No. Description	Plant
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**Notes Continued:**

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is **free** to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

\*\*\*\*\*

SELLER HAS EXECUTED, OR AGREES TO EXECUTE, AN AGREEMENT WITH DELPHI CHASSIS TO FACILITATE ELECTRONIC FUNDS TRANSFER (EFT) FOR DELPHI CHASSIS' PAYMENTS UNDER THIS ORDER, AND AGREES THAT ALL PAYMENTS BY DELPHI CHASSIS UNDER THIS ORDER MAY BE MADE BY EFT TO THE ACCOUNT DESIGNATED BY SELLER IN SUCH AGREEMENT. UNTIL SUCH AGREEMENT HAS BEEN FINALIZED, SELLER EXPRESSLY ACKNOWLEDGES AND AGREES THAT DELPHI CHASSIS MAY OFFER MAKING PAYMENT TO (PAPER) CHECKS DURING ANY RECOGNIZED DELPHI CHASSIS HOLIDAY UNTIL THE NEXT DELPHI CHASSIS BUSINESS DAY, AND SHALL NOT BE IN DEFAULT HEREUNDER NOR LOSE ANY CASH DISCOUNT PRIVILEGES.

THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, UNITED STATES OF AMERICA, BUT NOT INCLUDING THE UNITED NATIONS CONVENTION OF CONTRACTS FOR INTERNATIONAL SALES OF GOODS. ANY DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF MICHIGAN.

DELPHI AUTOMOTIVE SYSTEMS REQUIRES SUPPLIERS OF PRODUCTIVE MATERIAL BE CAPABLE OF COMMUNICATING MATERIAL FORECASTS, MATERIAL SCHEDULES, SHIPPING NOTICES AND ASSOCIATED INFORMATION THROUGH ELECTRONIC DATA INTERCHANGE (EDI). TO INSURE THAT EDI COMMUNICATIONS ARE ACCURATE AND EFFECTIVE, EACH PRODUCTIVE MATERIAL SUPPLIER WILL BE REQUIRED TO BECOME EDI CERTIFIED BY EXHIBITING THEIR ABILITY TO SEND AND/OR RECEIVE THE APPROPRIATE EDI MESSAGES IN ACCORDANCE WITH APPLICABLE STANDARDS PRIOR TO PROVIDING PRODUCTIVE MATERIAL. EDI CERTIFICATION WILL BE CONDUCTED AND COORDINATED BY THE EDI COMPETENCY ORGANIZATION.

AN INTERNET ELECTRONIC FORM ALTERNATIVE SOLUTION IS INTENDED TO PROVIDE RELIEF IN SITUATIONS WHERE ESTABLISHING AN IN-HOUSE EDI

**DELPHI**

Energy & Chassis Systems

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TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number

550001233

Version

07-Sep-2005 13:17:53

Date Issued

02-Jun-1999

Item No.	Material No. Description	Plant
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**Notes Continued:**

CAPABILITY IS A HARDSHIP FOR A SUPPLIER PROVIDING LIMITED MATERIAL.

PLEASE REFER TO DELPHI'S WEBSITE: [www.delphiauto.com](http://www.delphiauto.com) THEN SUPPLIERS/  
PROJECT VEGA/SUPPLIER REQUIREMENTS, FOR ADDITIONAL INFORMATION.

THE ATTACHED TERMS AND CONDITIONS DATED 6/24/99 APPLY TO THIS DOCUMENT.  
IF THEY ARE NOT ATTACHED, CONTACT THE BUYER.

\*\*\*\*\*  
Delphi Aluminum Escalation/De-Escalation Policy applies to this contract.  
\*\*\*\*\*

07/08/99 ALTERATION TO CHANGE PRICES ON MATERIAL #S 18025853 18027843  
AND 18027844 EFFECTIVE 07/01/99

07/12/99 ALTERATION TO ADD CONTRACT COMMENT:  
PRICES BASED ON INTERMET CASTING AT 4.96 (853) AND 5.17 (843 & 4)  
MULTI-YEAR PRICING AGREEMENT YEAR 2 13.879 & 14.060 YEAR 3 -  
13.825 & 14.007 YEAR 4 13.771 & 13.955 (CRACK DETECTION  
ELIMINATED)

08/31/99 - ALTERATION TO CHANGE CURRENCY TO PAYABLE IN  
CANADIAN FUNDS.

03/01/00 - Alteration to change price on material 18025853(10),  
18027843(20) and 18027844(30)

03/07/00 - Alteration to change price on material 18025853(10),  
18027843(20) and 18027844(30)

03/23/00 - Attached is a complete reprint of your existing  
Requirement Contract. Please note the TERMS &  
CONDITIONS date has been revised (content has  
not been changed) and copy is enclosed.

05/19/00 - Alteration to change price on Material Nos. 18025853  
(Item 10), 18027843 (Item 20), and 18027844 (Item 30).

08/03/00 - Alteration to extend Requirements Contract.

08/25/00 - Alteration to change price on Material Nos. 18025853  
(Item 10), 18027843 (Item 20), and 18027844 (Item 30).

09/18/00 - Alteration to change price on Material Nos. 18025853  
(Item 10), 18027843 (Item 20), and 18027844 (Item 30).

11/01/00 - Alteration to add Material No. 18046070 (Item 40).

**DELPHI**

Energy & Chassis Systems

Page 9 of 11

TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number	Date Issued
550001233	02-Jun-1999
Version	
07-Sep-2005 13:17:53	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

11/16/00 - Alteration to add Material No. 18046067 (Item 50), and 18046068 (Item 60).

11/27/00 - Alteration to change price on Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30), and 18046070 (Item 40).

12/05/00 - Alteration to change price on Material Nos. 18046067 (Item 50) and 18046068 (Item 60).

02/01/01 - Alteration to change price on Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30), 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

03/21/01 - Alteration to change price on Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30), 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

07/25/01 - Alteration to change price on Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30), 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

08/01/01 - Alteration to change price on Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30), 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

08/20/01 - Alteration to extend Requirements Contract.

11/12/01 - Alteration to delete Material Nos. 18025853 (Item 10), 18027843 (Item 20), 18027844 (Item 30) and change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), 18046068 (Item 60).

02/05/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

02/27/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).  
Extend Requirements Contract and add "Long Term Clause".

05/14/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

**DELPHI**

Energy & Chassis Systems

Page 10 of 11

TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

**Requirements Contract**

PO Number

550001233

Version

07-Sep-2005 13:17:53

Date Issued

02-Jun-1999

Item No.	Material No. Description	Plant
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**Notes Continued:**

Add "Delphi Aluminum Escalation/De-Escalation Policy applies to this contract."

06/04/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60).

\*\*\*\*\*

Delphi Steel Scrap Metal Escalation/De-Escalation Policy applies to this contract.

\*\*\*\*\*

08/19/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). slh

10/16/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). slh

11/21/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Escalation/De-escalation) dmp

12/12/02 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), & 18046068 (Item 60). dmp

01/31/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), & 18046068 (Item 60). dmp

04/04/03 - Alteration to extend Requirments Contract and change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). kam

04/16/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

05/20/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

07/18/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

08/19/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

10/02/03 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

01/15/04 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

01/28/04 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

03/25/04 - Alteration to change price on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

05/25/04 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

07/23/04 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

09/14/04 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal

# DELPHI

Energy & Chassis Systems

Page 11 of 11

TRAXLE MANUFACTURING LTD  
280 SPEEDVALE AVE W  
GUELPH ON N1H 1C4  
CANADA

## Requirements Contract

PO Number

550001233

Version

07-Sep-2005 13:17:53

Date Issued

02-Jun-1999

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

### Notes Continued:

Escalation/De-escalation) dmp

11/24/04 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

01/25/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation) dmp

02/21/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). cap

03/09/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). cap

04/04/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). cap

04/25/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). cap

08/10/05 - Alteration to change price and price validity on Material Nos. 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). cap

08/31/05 - Alteration to change price on Material 18046070 (Item 40), 18046067 (Item 50), and 18046068 (Item 60). (Metal Escalation/De-escalation). dmp

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

ORIGINAL COPY

SAG90I4152  
ALTERATION 27435

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

INVOICE TO

ATTN

ACCOUNTS PAYABLE

SHIP TO

*Entered 10/06/05*

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES TAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES  
4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT		
		THIS ORDER IS EFFECTIVE 2/01/00 AND EXPIRES 12/31/05.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	
PC	26066542	HOUSING, STEERING GEAR, 2WD TO BLUEPRINT REV. 07A DATED 5/15/03 PER CHART REV. 07A DTD 5/15/03 ACTIVE		16.613 PC✓
		ACT 2400 75000 TAX 4B WEEKLY CAP 3000 MIN LOT SIZE PERCENT OF BUSINESS 100%		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	
PC	26067263	HOUSING, STEERING GEAR, 4WD TO BLUEPRINT REV. 07A DATED 5/15/03 PER CHART REV. 07A DTD 5/15/03 ACTIVE		16.613 PC✓
		ACT 2400 75000 TAX 4B WEEKLY CAP 6200 MIN LOT SIZE PERCENT OF BUSINESS 100%		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	

CONTINUED ON PAGE 2

THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,

BUYER

(989) 757-9178 EXT: 91

FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

ORIGINAL COPY

SAG9014152  
ALTERATION 27435

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES TAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26078707	REQUIREMENTS CONTRACT HOUSING STEERING GEAR PURCHASE COMPLETE TO BLUEPRINT REV. 08G DATED 4/25/03 PER CHART REV. 08G DTD 4/25/03 ACTIVE  ACT 2400 75000 TAX 4B WEEKLY CAP 2600 MIN LOT SIZE PERCENT OF BUSINESS 100%  JULY & AUGUST METAL MKT ADJ  ***** THE FOLLOWING PRICE EFFECTIVE 9/01/05 *****	14.69	PC ✓
PC	26078718	HOUSING, STEERING GEAR PURCHASE COMPLETE TO BLUEPRINT REV. 12F DATED 5/09/03 PER CHART REV. 12F DTD 5/09/03 ACTIVE  ACT 2400 75000 TAX 4B WEEKLY CAP 19905 MIN LOT SIZE PERCENT OF BUSINESS 100%  JULY & AUGUST METAL MKT ADJ  ***** THE FOLLOWING PRICE EFFECTIVE 9/01/05 *****	1.3815	PC
	26078722	HOUSING, STEERING GEAR	13.939	PC ✓

*Wrong Price*

CONTINUED ON PAGE 3

THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,

BUYER

(989) 757-9178 EXT: 9178

FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

DELPHI

PURCHASE ORDER

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

INVOICE TO	
ATTN	ACCOUNTS PAYABLE
SHIP TO	

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC		REQUIREMENTS CONTRACT PURCHASE COMPLETE TO BLUEPRINT REV. 08G DATED 4/24/03 PER CHART REV. 08G DTD 4/24/03 ACTIVE  ACT 2400 75000 TAX 4B WEEKLY CAP 12550 MIN LOT SIZE PERCENT OF BUSINESS 100%  JULY & AUGUST METAL MKT ADJ  ***** THE FOLLOWING PRICE EFFECTIVE 9/01/05 *****		
PC	26078755	HOUSING STEERING GEAR PURCHASE COMPLETE TO BLUEPRINT REV. 08E DATED 5/09/03 PER CHART REV. 08E DTD 5/09/03 ACTIVE  ACT 2400 75000 TAX 4B WEEKLY CAP 440 MIN LOT SIZE PERCENT OF BUSINESS 100%  ***** THE FOLLOWING PRICE EFFECTIVE 9/01/05 *****		19.968 PC ✓
PC	26078771	HOUSING STEERING GEAR PURCHASE COMPLETE TO BLUEPRINT REV. 06G DATED 4/24/03 PER CHART REV. 06G DTD 4/24/03		20.024 PC ✓

CONTINUED ON PAGE 4

THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,  
BUYER  
(989) 757-9178 EXT: 9178  
FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG9014152  
ALTERATION 27435

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

INVOICE TO

ATTN

ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,  
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.  
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
USE TAX CODES  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT		
		ACTIVE		
		ACT 2400 75000 TAX 4B		
		WEEKLY CAP 450 MIN LOT SIZE		
		PERCENT OF BUSINESS 100%		
		JULY & AUGUST METAL MKT ADJ		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	
PC	26078779	HOUSING STEERING GEAR	19.979	PC✓
		PURCHASE COMPLETE		
		TO BLUEPRINT REV. 07F DATED 5/09/03		
		PER CHART REV. 07F DTD 5/09/03		
		ACTIVE		
		ACT 2400 75000 TAX 4B		
		WEEKLY CAP 150 MIN LOT SIZE		
		PERCENT OF BUSINESS 100%		
		JULY & AUGUST METAL MKT ADJ		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	
PC	26078781	HOUSING STEERING GEAR	19.979	PC✓
		PURCHASE COMPLETE		
		TO BLUEPRINT REV. 07A DATED 5/13/03		
		PER CHART REV. 07A DTD 5/13/03		
		ACTIVE		

CONTINUED ON PAGE 5

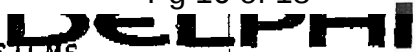
THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,

PHONE BUYER

(989) 757-9178 EXT: 9171  
FAX (989) 757-5094 PAGE

**PURCHASING LOCATION**  
DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494



**PURCHASE ORDER**

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES  
4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT		
		ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT PERCENT OF BUSINESS 100%		
		JULY & AUGUST METAL MKT ADJ		
	*****	THE FOLLOWING PRICE EFFECTIVE 9/01/05	*****	
PC	26088052	HOUSING, STEERING GEAR PURCHASED COMPLETE TO BLUEPRINT REV. 17B DATED 11/18/04 PER CHART REV. 17B DTD 11/18/04 ACTIVE	17.038	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 5400 MIN LOT SIZE PERCENT OF BUSINESS 100%		
		PRICE CHANGE SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE IN- CORPORATED IN, AND A PART OF, THIS CON- TRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING IN- STRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN		

CONTINUED ON PAGE 6

THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,  
BUYER  
(989) 757-9178 EXT: 9178  
FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I4152  
ALTERATION 27435

ORDER ISSUE DATE: 02/21/00  
AUGUST 24, 2005

VENDOR 545602 DUNS 025999009

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES JAR KA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER		

CONTINUED ON PAGE 7

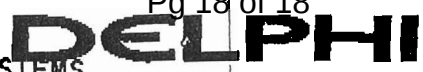
THIS CHANGES OR AMENDS  
PURCHASE ORDER NOW IN YOUR POSSESSION.

S. ZELINKO,

PHONE BUYER

(989) 757-9178 EXT: 9178  
FAX (989) 757-5094 PAGE

**PURCHASING LOCATION**  
DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494



**PURCHASE ORDER**

**ORIGINAL COPY**  
SAG90I4152  
ALTERATION 27435

**ORDER ISSUE DATE: 02/21/00**  
**AUGUST 24, 2005**

**VENDOR 545602 DUNS 025999009**

VEHCOM MFG % LINAMAR SALES  
25300 TELEGRAPH RD STE 450  
SOUTHFIELD MI

48034

<b>INVOICE TO</b>	
<b>ATTN:</b>	<b>ACCOUNTS PAYABLE</b>
<b>SHIP TO</b>	

**P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).**

<b>DATE REQUIRED</b>	<b>DATE PROMISED</b>	<b>TERMS</b>	<b>REC. DEPT. NOTIFY</b>	<b>CODES LAR KA</b>
<b>F.O.B.</b>			<b>VIA</b>	

STATE & LOCAL SALES, USE TAX CODES  
**48-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.**  
**PERMIT NO 3800440**

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT EXCEPT TO THE EXTENT THAT BUYER EXPRESS- LY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING. DIRECTIONS TO FIND DELPHI'S GENERAL TERMS AND CONDITIONS ON THE INTERNET. 1) GO TO DELPHI'S INTERNET WEB SITE WWW.DELPHI.COM 2) CLICK ON SUPPLIERS 3) CLICK ON DELPHI SUPPLIER COMMUNITY PORTAL 4) CLICK ON GENERAL TERMS AND CONDITIONS 5) CLICK ON YOUR PERFERRED LANGUAGE VERSION OF THE GENERAL TERMS AND CONDITIONS  DIRECTIONS TO FIND DELPHI'S CUSTOMER SPECIFIC REQUIREMENTS ON THE INTERNET 1) GO TO DELPHI'S INTERNET WEB SITE WWW.DELPHI.COM 2) CLICK ON SUPPLIER'S 3) CLICK ON DELPHI'S SUPPLIER COMMUNITY PORTAL 4) CLICK ON SUPPLIER STANDARDS 5) CLICK ON DELPHI CUSTOMER SPECIFIC REQUIREMENTS		

**THIS CHANGES OR AMENDS  
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